

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE: : CHAPTER 13

DAVID WILLIAM BAXTER, :
a/k/a DAVID W. BAXTER, : CASE NO. 5:20-bk-01056
a/k/a DAVID BAXTER f/d/b/a :
DHC PROPERTIES, :
Debtor :
:

SPECIALIZED LOAN SERVICING, LLC, :

Objector, :
:
v. :
:

DAVID WILLIAM BAXTER, :
Respondent. :
:

**STIPULATION TO RESOLVE OBJECTION TO DEBTOR'S MOTION TO
SELL REAL PROPERTY OF THE ESTATE:
(5546 Olde Mill Run, Stroudsburg, PA 18360-4781)**

WHEREAS, on March 17, 2020, Debtor, David Baxter, filed a voluntary petition for relief under Chapter 13 of the United States Bankruptcy Code;

WHEREAS, Objector, Specialized Loan Servicing, LLC, holds an allowed claim, secured by Debtor's principal residence located at 5546 Olde Mill Run, Stroudsburg, PA 18360 (the "Property");

WHEREAS, on or about April 30, 2020, Objector filed Proof of Claim #7 citing arrears in the amount of \$25,467.90, and a total claim in the amount of \$236,672.27;

WHEREAS, Debtor filed an Amended Plan on July 30, 2020 where he indicated his plan to sell the Property by September 30, 2020;

WHEREAS, Objector filed an Objection to Confirmation on August 4, 2020 claiming the proposed plan did not provide that Objector will be paid in full from the proceeds of the sale of the Property;

WHEREAS, Debtor filed a Motion to Sell the Property on July 29, 2020 seeking authority to sell the Property to David M. Bush and Sarah J. Bush, unrelated third parties, for Three Hundred Forty-Nine Thousand Nine Hundred (\$349,900.00) Dollars;

WHEREAS, Debtor stated in the motion that he intended to satisfy any liens against the Property as he would outside of bankruptcy;

WHEREAS, Objector filed an Answer to the Motion to Sell indicating it does not oppose the Motion to Sell so long as its mortgage lien was paid in full;

WHEREFORE, Debtor and Objector, with the intention of being legally bound, subject to Court Approval, submit this Stipulation to Resolve the Objector's Objection to Debtor's Motion to Sell and Stipulate as follows:

1. The WHEREAS clauses above are incorporated herein as if set forth at length.
2. Debtor and Objector agree that Objector shall be paid from the proceeds of the sale of the Property as they would outside of bankruptcy in the amount set forth in Objector's Proof of Claim #7.
3. Upon approval of this Stipulation, Objector agrees to withdraw both its objection to Debtor's First Amended Plan and Answer to Debtor's Motion to Sell with Debtor's concurrence.

WHEREFORE, Debtor and Objector jointly pray this Honorable Court for an Order approving this Stipulation to Resolve Objection to Debtor's Motion to Sell, adopting this Stipulation as an Order of Court and retaining jurisdiction over this Stipulation, and for such other and further relief as the Honorable Court deems just and appropriate.

By:/s/ Kristen D Little
Kristen D. Little, Esquire
Shapiro & DeNardo, LLC
Attorney for Objector
3600 Horizon Drive, Suite 150
King of Prussia, PA 19406
Executed August 31, 2020

By:/s/ Robert J. Kidwell
Robert J. Kidwell
Newman Williams, P.C.
Attorney for Debtor
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